

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 32	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-07-C-B025		<b>3. Effective Date</b> 2007JUL18		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY TACOM LCMC SFAE-GCS-W-BCTP MEGHAN J CUSTER (586)753-2130 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: KZ <b>e-mail address:</b> MEGHAN.J.CUSTER@US.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 5001 SANTA ANA CA 92701-4056			<b>Code</b> S0513A	
			<b>SCD</b> C <b>PAS</b> NONE		<b>ADP</b> PT HQ0339		
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> VENTARI CORPORATION 31642 SOUTH COAST HWY SUITE 202 LAGUNA BEACH, CA 92651-6927  TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 45N01				<b>Facility Code</b>		<b>To The Address Shown In:</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			<b>Code</b> HQ0339	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(5) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)			<b>14. Accounting And Appropriation Data</b> SEE SECTION G				
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>		
		KIND OF CONTRACT: Supply Contracts and Priced Orders					
<b>15G. Total Amount Of Contract</b>						\$766,376.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	19
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	32
X	D	Packaging and Marking	12	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	13		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	15				
X	G	Contract Administration Data	16		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	17		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> EDWARD OTTMAN ED.OTTMAN@US.ARMY.MIL (586)574-2147			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2007JUL18	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-B025 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 32
<b>Name of Offeror or Contractor:</b> VENTARI CORPORATION		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

1. The purpose of this Contract W56HZV-07-C-B025 is to purchase CBS Kits Government Furnished Material (GFM) Hardware to support reconfiguration, Jacking Plates to support RTF, and Restrictors to support Production for the Stryker Brigade Combat Team (SBCT).
2. The Contractor shall manufacture all parts in accordance with drawings provided. For a complete list of drawings, please see Attachment 001 - List of CBS Kits Drawings, Attachment 002 - Jacking Plate Drawing, and Attachment 003 - Restrictor & Sticker Drawings. Please note that the Contractors Name, Address and Cage Code that are currently on each drawing are hereby considered to be stricken from each and every drawing provided. The drawings are Government drawings.
3. The Contractor shall do an In-House Fit-Check of 1 ea Restrictor before beginning production of the entire quantity ordered under CLIN 0003AA. The Government shall provide the Contractor with a hose to perform the Fit-Check. When the Fit-Check is complete, the Contractor shall report back to the Government POC stated below. The Contractor shall include the Contract Specialist identified on the face page of this document on any correspondence regarding the Fit-Check. Production on the entire quantity shall not begin until the Government POC states that the Fit-Check performed is acceptable.  
  
Government POC for Fit-Check:  
Jim Wills  
Email: jim.wills@tacom.army.mil  
Phone: 586.753.2175
4. See Section B of this Contract for part details and required delivery dates.
5. All shipments shall be labeled in accordance with Section B. All shipments shall also be labeled with Green Stryker GFM stickers.
6. Early shipment, at no additional cost to the Government, is acceptable and encouraged.
7. As a result of this Contract, the total obligated amount is \$766,376.00.

\*\*\* END OF NARRATIVE A0001 \*\*\*

**Name of Offeror or Contractor:** VENTARI CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																		
0001	SECURITY CLASS: Unclassified																																		
0001AA	<p><u>ATGM CBS KITS</u></p> <p>NOUN: ATGM CBS KITS PRON: X17GX418X1    PRON AMD: 01    ACRN: AA AMS CD: 31107180005</p> <p>P/N 200A0100</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL PACKAGING</p> <p>MARK AS: ATGM CBS KITS</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin    ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td><td>SUPPL</td><td></td><td></td><td></td><td></td></tr> <tr> <td><u>REL_CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG_CD</u></td><td><u>MARK FOR</u></td><td><u>TP_CD</u></td></tr> <tr> <td>001</td><td></td><td>000000</td><td></td><td></td><td>3</td></tr> <tr> <td><u>DEL_REL_CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td><td></td><td></td><td></td></tr> <tr> <td>001</td><td>21</td><td>07-DEC-2007</td><td></td><td></td><td></td></tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W52H1C)    XU W0K8 USA ROCK ISL ARSENAL                BLDG 299 GILLESPIE AV AND BECK LANE                ROCK ISLAND                  IL 61299-5000</p>	DOC	SUPPL					<u>REL_CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG_CD</u>	<u>MARK FOR</u>	<u>TP_CD</u>	001		000000			3	<u>DEL_REL_CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	21	07-DEC-2007				21	EA	\$____ 207.00000	\$_____ 4,347.00
DOC	SUPPL																																		
<u>REL_CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG_CD</u>	<u>MARK FOR</u>	<u>TP_CD</u>																														
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<u>DEL_REL_CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	21	07-DEC-2007																																	
0001AB	<p><u>ICV CBS KITS</u></p> <p>NOUN: ICV CBS KITS PRON: X17GX421X1    PRON AMD: 01    ACRN: AA AMS CD: 31107180005</p> <p>P/N 200A0101</p> <p>(End of narrative C001)</p>	160	EA	\$____ 2,411.00000	\$_____ 385,760.00																														

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B025 MOD/AMD	Page 4 of 32
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Name of Offeror or Contractor: VENTARI CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<u>Packaging and Marking</u>				
	BEST COMMERCIAL PACKAGING				
	MARK AS: ICV CBS KITS				
	(End of narrative D001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin      ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC				

**Name of Offeror or Contractor:** VENTARI CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <div style="display: flex; justify-content: space-between;"> <span>REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD</span> </div> <div style="display: flex; justify-content: space-between;"> <span>001 000000 3</span> </div> <div style="display: flex; justify-content: space-between;"> <div>DEL REL CD QUANTITY DEL DATE</div> </div> <div style="display: flex; justify-content: space-between;"> <span>001 15 30-NOV-2007</span> </div> FOB POINT: Destination  SHIP TO: (W52H1C) XU W0K8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000	19	EA	\$_____233.00000	\$_____ <u>4,427.00</u>
	MEV CBS KITS				
	NOUN: MEV CBS KITS PRON: X17GX423X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180005  P/N 200A0103  (End of narrative C001)				
	<u>Packaging and Marking</u>  BEST COMMERCIAL PACKAGING  MARK AS: MEV CBS KITS  (End of narrative D001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <div style="display: flex; justify-content: space-between;"> <span>REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD</span> </div> <div style="display: flex; justify-content: space-between;"> <span>001 000000 3</span> </div> <div style="display: flex; justify-content: space-between;"> <div>DEL REL CD QUANTITY DEL DATE</div> </div> <div style="display: flex; justify-content: space-between;"> <span>001 19 30-NOV-2007</span> </div> FOB POINT: Destination  SHIP TO: (W52H1C) XU W0K8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B025 MOD/AMD	Page 6 of 32
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Name of Offeror or Contractor: VENTARI CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0001AE	ROCK ISLAND IL 61299-5000	76	EA	\$ 2,168.00000	\$ 164,768.00																					
	RV & FSV CBS KITS																									
	NOUN: RV & FSV CBS KITS PRON: X17GX417X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180005  P/N 200A0104  (End of narrative C001)  <u>Packaging and Marking</u>  BEST COMMERCIAL PACKAGING  MARK AS: RV & FSV CBS KITS  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td></td><td>000000</td><td></td><td></td><td>3</td></tr></table> <table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td></tr><tr><td>001</td><td>50</td><td>23-NOV-2007</td></tr><tr><td>002</td><td>26</td><td>30-NOV-2007</td></tr></table> FOB POINT: Destination  SHIP TO: (W52H1C) XU W0K8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001		000000			3	DEL REL CD	QUANTITY	DEL DATE	001	50	23-NOV-2007	002	26	30-NOV-2007
	REL CD					MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																
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	DEL REL CD					QUANTITY	DEL DATE																			
	001					50	23-NOV-2007																			
	002					26	30-NOV-2007																			
	MCB CBS KITS																									
	NOUN: MCB CBS KITS PRON: X17GX422X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180005  P/N 200A0105  (End of narrative C001)																									

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B025 MOD/AMD	Page 7 of 32
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Name of Offeror or Contractor: VENTARI CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001AG	<p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL PACKAGING</p> <p>MARK AS: MCB CBS KITS</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td colspan="5">SUPPL</td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td></td><td>000000</td><td></td><td></td><td>3</td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td colspan="4"><u>DEL DATE</u></td></tr><tr><td>001</td><td>43</td><td colspan="4">07-DEC-2007</td></tr></table> <p>FOB POINT: Destination</p> <p>SHIP TO:</p> <p>(W52H1C)    XU W0K8 USA ROCK ISL ARSENAL</p> <p>                 BLDG 299 GILLESPIE AV AND BECK LANE</p> <p>                 ROCK ISLAND                   IL 61299-5000</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001		000000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	43	07-DEC-2007				33	EA	\$ 4,194.00000	\$ 138,402.00
	DOC	SUPPL																																	
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
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<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	43	07-DEC-2007																																	
<p><u>CV CBS KITS</u></p> <p>NOUN: CV CBS KITS</p> <p>PRON: X17GX419X1      PRON AMD: 01      ACRN: AA</p> <p>AMS CD: 31107180005</p> <p>P/N 200A0106</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL PACKAGING</p> <p>MARK AS: CV CBS KITS</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td colspan="5">SUPPL</td></tr></table>	DOC	SUPPL																																	
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**Name of Offeror or Contractor:** VENTARI CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001                      000000                                  3  <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                      33                                  19-OCT-2007   FOB POINT: Destination  SHIP TO: (W52H1C)    XU W0K8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND                      IL 61299-5000				
0002	SECURITY CLASS: Unclassified				
0002AA	<u>JACKING PLATES</u>  NOUN: JACKING PLATES PRON: X17GX424X1    PRON AMD: 01    ACRN: AA AMS CD: 31107180005  P/N 104A000035  (End of narrative C001)  <u>Packaging and Marking</u>  BEST COMMERCIAL PACKAGING  MARK AS: JACKING PLATES FOR RTF  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Origin    ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001                      000000                                  3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                      190                                  14-SEP-2007  FOB POINT: Destination  SHIP TO: (W91A2N)    XR W4GG FT LEWIS FLD OFC STRYKER FIELDING BLDG 3750 BAY DOOR #10 FORT LEWIS                      WA 98433-5000	190	EA	\$_____135.00000	\$_____25,650.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>MARK ATTN: WALT MEYER, STRYKER TPF  PHONE: 253.964.3136 or  253.964.6980</p> <p>(End of narrative F001)</p>				
0003AA	<p>SECURITY CLASS: Unclassified</p> <p><u>RESTRICTOR &amp; STICKER</u></p> <p>NOUN: RESTRICTOR &amp; STICKER  PRON: X16GX395X1 PRON AMD: 02 ACRN: AB  AMS CD: 31107180005</p> <p>RESTRICTOR - P/N B5-19-6799  STICKER - P/N B5-19-6800</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin ACCEPTANCE: Origin</p> <p>*****  *****</p> <p>THE CONTRACTOR SHALL PERFORM AN IN-HOUSE FIT-CHECK  OF 1 EA RESTRICTOR BEFORE BEGINNING PRODUCTION ON  THE ENTIRE QUANTITY OF THIS CLIN 0003AA. THE  CONTRACTOR SHALL NOT BEGIN PRODUCTION ON THE ENTIRE  QUANTITY UNTIL THE GOVERNMENT GIVES AUTHORIZATION.</p> <p>*****  *****</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u>  DOC SUPPL  <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>  001 000000 3  <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u>  001 1,000 22-AUG-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (CK00AK) XR GENERAL DYNAMICS LAND SYSTEMS</p>	1000	EA	\$ 5.63000	\$ 5,630.00

**Name of Offeror or Contractor:** VENTARI CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ANNISTON OPERATIONS 7 FRANKFORD AVE BUILDING 134 ANNISTON AL 36201-4199				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-B025 <b>MOD/AMD</b>	<b>Page 11 of 32</b>
<b>Name of Offeror or Contractor:</b> VENTARI CORPORATION		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4008 (TACOM)	DRAWING LIMITATIONS	NOV/2005

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) You, the contractor, are responsible for obtaining all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 12 of 32
	PIIN/SIIN	W56HZV-07-C-B025	
Name of Offeror or Contractor: VENTARI CORPORATION			

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

**Name of Offeror or Contractor:** VENTARI CORPORATION

## SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-4	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: VENTARI CORPORATION 45N01  
(Name) (CAGE)

\_\_\_\_\_ 8641 WASHINGTON CHURCH RD \_\_\_\_\_ MIAMISBURG \_\_\_\_\_ OH \_\_\_\_\_ 45342 \_\_\_\_\_  
 (Address) (City) (State) (Zip)

ACCEPTANCE POINT: VENTARI CORPORATION 45N01  
(Name) (CAGE)

\_\_\_\_\_ 8641 WASHINGTON CHURCH RD \_\_\_\_\_ MIAMISBURG \_\_\_\_\_ OH \_\_\_\_\_ 45342 \_\_\_\_\_  
 (Address) (City) (State) (Zip)

[End of Clause]

E-5	52.246-4048 (TACOM)	DRAWINGS FOR INSPECTION	FEB/2007
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**Name of Offeror or Contractor:** VENTARI CORPORATION

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e dealer, distributor, etc.), and is unable to provide the drawings, a Certificate of Conformance (COC) as outlined in FAR 52.246-15 is acceptable in lieu of the drawings/specifications. The COC must specify both the drawing and specification revision designations (e.g., Revision C) of the items being provided.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/    or    http://www.acq.osd.mil/dpap/dars/index.htm    or    https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION - ALTERNATE I	APR/2005
F-7	252.211-7006	RADIO FREQUENCY IDENTIFICATION	FEB/2007

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG		<u>ACCOUNTING CLASSIFICATION</u>			JOB ORDER <u>NUMBER</u>	ACCOUNTING <u>STATION</u>	OBLIGATED <u>AMOUNT</u>
0001AA	X17GX418X1 31107180005 A17P30052RX1	AA	2	21	72033000075R5R07P31107131E9	S20113	7GXP64	W56HZV \$	4,347.00
0001AB	X17GX421X1 31107180005 A17P30052RX1	AA	2	21	72033000075R5R07P31107131E9	S20113	7GXP64	W56HZV \$	385,760.00
0001AC	X17GX420X1 31107180005 A17P30052RX1	AA	2	21	72033000075R5R07P31107131E9	S20113	7GXP64	W56HZV \$	26,685.00
0001AD	X17GX423X1 31107180005 A17P30052RX1	AA	2	21	72033000075R5R07P31107131E9	S20113	7GXP64	W56HZV \$	4,427.00
0001AE	X17GX417X1 31107180005 A17P30052RX1	AA	2	21	72033000075R5R07P31107131E9	S20113	7GXP64	W56HZV \$	164,768.00
0001AF	X17GX422X1 31107180005 A17P30052RX1	AA	2	21	72033000075R5R07P31107131E9	S20113	7GXP64	W56HZV \$	10,707.00
0001AG	X17GX419X1 31107180005 A17P30052RX1	AA	2	21	72033000075R5R07P31107131E9	S20113	7GXP64	W56HZV \$	138,402.00
0002AA	X17GX424X1 31107180005 A17P30052RX1	AA	2	21	72033000075R5R07P31107131E9	S20113	7GXP64	W56HZV \$	25,650.00
0003AA	X16GX395X1 31107180005 A16P30052RX1	AB	2	21	62033000065R5R07P31107131E9	S20113	6GXP21	W56HZV \$	5,630.00
TOTAL								\$	766,376.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			ACCOUNTING <u>STATION</u>	OBLIGATED <u>AMOUNT</u>
Army	AA	21	72033000075R5R07P31107131E9	S20113	W56HZV \$	760,746.00
Army	AB	21	62033000065R5R07P31107131E9	S20113	W56HZV \$	5,630.00
TOTAL						\$ 766,376.00

ACRN	<u>EDI ACCOUNTING CLASSIFICATION</u>			<u>Regulatory Cite</u>		<u>Title</u>	<u>Date</u>
AA	21	070920330000	S20113	75R5R073110718000531E9	7GXP64S20113	W56HZV	
AB	21	060820330000	S20113	65R5R073110718000531E9	6GXP21S20113	W56HZV	
G-1	52.204-4011	(TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE	OCT/2005			

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-B025 <b>MOD/AMD</b>	<b>Page 17 of 32</b>
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
<p>(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a></p>			
<p>(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <a href="http://www.ccr.gov/">http://www.ccr.gov/</a>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)</p>			
<p>(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:</p>			
<p>Warren: <a href="http://contracting.tacom.army.mil/awd.htm">http://contracting.tacom.army.mil/awd.htm</a>  Rock Island: <a href="https://aais.ria.army.mil/AAIS/AWDINFO/index.htm">https://aais.ria.army.mil/AAIS/AWDINFO/index.htm</a>  Picatinny: <a href="http://procnet.pica.army.mil/dbi/DynCBD/award.cfm">http://procnet.pica.army.mil/dbi/DynCBD/award.cfm</a>  Red River Army Depot: <a href="http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm">http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm</a>  Anniston Army Depot: <a href="http://www.anadprocnet.army.mil/">http://www.anadprocnet.army.mil/</a></p>			
<p>(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.</p>			
<p>(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".</p>			
<p>(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <a href="http://www.acq.osd.mil/dpap/ebiz/VANs.htm">http://www.acq.osd.mil/dpap/ebiz/VANs.htm</a>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.</p>			
<p>(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a></p>			
<p>(f) Additional information can be obtained by sending a message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a> or by calling (586) 574-7059.</p>			
[End of Clause]			

H-2	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
<p>(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.</p>			
<p>(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:</p>			
<p>(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: <a href="mailto:DD250@tacom.army.mil">DD250@tacom.army.mil</a></p>			
<p>(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:</p>			
<p>(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.</p>			

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy

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and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	JUN/2006
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-18	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-21	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-22	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-25	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-34	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-35	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-37	52.227-3	PATENT INDEMNITY	APR/1984
I-38	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-39	52.232-1	PAYMENTS	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-45	52.232-25	PROMPT PAYMENT	OCT/2003
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003

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I-47	52.233-1	DISPUTES - ALTERNATE I	DEC/1991
I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-52	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-53	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2007
I-54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-55	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-56	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-57	52.248-1	VALUE ENGINEERING	FEB/2000
I-58	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-59	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-60	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-61	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-62	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-66	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-67	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-68	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/2007
I-69	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-70	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
I-71	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-72	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
I-73	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-74	252.225-7013	DUTY-FREE ENTRY	OCT/2006
I-75	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-76	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-77	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-78	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-79	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-80	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-81	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
I-82	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-83	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-84	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-85	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-86	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JAN/2007
I-87	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-88	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-89	52.223-7	NOTICE OF RADIOACTIVE MATERIALS	JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on

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notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I-90      52.243-7      NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within -1- (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently

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continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-91      52.244-2      SUBCONTRACTS      JUN/2007

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this

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clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: -1-

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or

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(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: -2-

(End of Clause)

I-92

252.219-7009

SECTION 8(a) DIRECT AWARD

MAR/2002

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

US SMALL BUSINESS ADMINISTRATION  
200 W SANTA ANA BLVD, SUITE 700  
SANTA ANA, CA 92701

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBAs 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

I-93

52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;



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(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-94      52.222-39      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES      DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

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(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-95      52.223-3      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA      JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --  

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;  
  
(ii) Obtain medical treatment for those affected by the material; and  
  
(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-96	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

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I-97      52.252-2      CLAUSES INCORPORATED BY REFERENCE      FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(End of Clause)

I-98      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-99      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

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(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-100      252.223-7001      HAZARD WARNING LABELS      DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-101      252.225-7014      PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I (DEVIATION)      APR/2003  
DAR TRACKING # 2006-00004

(a) Definitions. As used in this clause --

(1) Electronic component means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. An item can be an electrical component regardless of the tier of the end product at which it is installed.

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(2) End product means supplies delivered under a line item of this contract.

(3) Qualifying country means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(4) Specialty metals means any of the following:

(i) Steel --

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium.

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent.

(iii) Titanium and titanium alloys.

(iv) Zirconium and zirconium base alloys.

(b) Any specialty metals incorporated in articles delivered under this contract shall be melted or produced in the United States or its outlying areas.

(c) This clause does not apply to specialty metals --

(1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or

(2) Incorporated in a commercially available electronic component, if the value of the specialty metal content in the electronic component does not exceed 10 percent of the overall value of the lowest level electronic component, containing specialty metal, that is --

(i) Produced by the Contractor; or

(ii) If the Contractor does not produce the electronic component, produced by the subcontractor from which the electronic component was acquired.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts for items containing specialty metals.

(End of clause)

I-102      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      MAR/2005  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-B025 <b>MOD/AMD</b>	<b>Page</b> 31 <b>of</b> 32
<b>Name of Offeror or Contractor:</b> VENTARI CORPORATION		

I-103                      52.219-4070                      PILOT MENTOR-PROTEGE PROGRAM                      APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

Name of Offeror or Contractor: VENTARI CORPORATION

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	LIST OF CBS KITS DRAWINGS		004	EMAIL
Attachment 0002	JACKING PLATE DRAWING		001	EMAIL
Attachment 0003	RESTRICTOR & STICKER DRAWINGS		002	EMAIL